

BILL NO. S-88-12-01

SPECIAL ORDINANCE NO. S- 184-88

AN ORDINANCE approving the awarding of Reference #1347 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and Tom Wood Pontiac GMC, Inc. and Lincolnway International Trucks, Inc. for the Board of Park Commissioners.

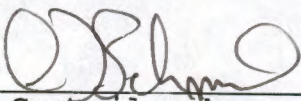
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1347 between the City of Fort Wayne, by and through its Department of Purchasing and Tom Wood Pontiac GMC, Inc. and Lincolnway International Trucks, Inc. for the Board of Park Commissioners, respectfully for:

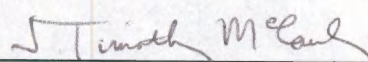
the purchase of two (2) one-ton dump trucks, two (2) pick-up trucks, two (2) sedans and one (1) two-ton cab and chassis for the Board of Park Commissioners.

involving a total cost of Ninety-Seven Thousand Nine Hundred Nine and 80/100 Dollars (\$97,909.80) - (Tom Wood Pontiac GMC, Inc. - \$71,086.80; Lincolnway International Trucks, Inc. - \$26,823.00), all as more particularly set forth in said Reference #1347 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

REFERENCE NO. 1347
 PARK DEPARTMENT
 CARS & TRUCKS

DESCRIPTION	TOM WOOD	LINCOLNWAY	KELLEY CHEVY
2 ONE TON TRUCKS	\$23,770.00	N/B	\$25,797.50
ALT ADD'L TRUCK	\$12,385.00	N/B	\$16,128.00
DELIVERY TIME	90 DAYS	N/B	BUILD SCH
2 PICK-UPS	\$14,485.00	N/B	\$16,150.72
ALT AUTO TRANS	\$1,255.40	N/B	\$1,301.35
DELIVERY TIME	60 DAYS	N/B	BUILD SCH
2 SEDANS	\$17,736.00	N/B	\$17,955.30
ALT ADD'L SEDAN	\$8,968.00	N/B	\$9,177.65
DELIVERY TIME	6-8 WEEKS	N/B	BUILD SCH
1 - 2 TON TRUCK	N/B	\$26,823.00	N/B
DELIVERY TIME	N/B	120 DAYS	N/B

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE November 10, 1988 BID REFERENCE # 1347

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR Four Door Sedans, 1 Ton Dump Trucks, 1/2 Ton Pick Up Trucks, 2 Ton Cab & Chassis AND REQUESTED BY Board of Park Commissioners

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A X 5% BID BOND OF ALL BIDDERS.
THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: .00 %
IF PAID WITHIN 10 DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Tom Wood Pontiac GMC Inc.
STREET ADDRESS 7550 EAST Washington St.
CITY Indianapolis, IN 46219
BY J.P. Phillips PHONE 317352931
REPRESENTATIVE SIGNATURE

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE \$_____. (if unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

☐ Liquidated Damages Provision This clause will be applicable to this contract if the box contains a checkmark or an "X", or if required in specifications.

LIQUIDATED DAMAGES IN TIME OF PERFORMANCE

Actual damages for delays in completion are impossible to determine. Accordingly and as part of the consideration to enter into this transaction, the contractor agrees to be liable for also to pay to the City of Fort Wayne the sum of \$_____.00 a day as liquidated damages for each calendar day of delay past the stipulated date of completion as shown on the Request for Quotation, Contract or Purchase Order; Whichever may apply. This payment shall not limit the City's right to collect other damages.

Any claim for an extension of the date of completion shall be based on a written notice/request delivered to the owner within 5 days of the occurrence of the event giving rise/to the claim.

Time of completion may only be altered by written approval from the owner.

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate

determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$.00 per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in the liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or the Government of any state or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

OPTIONAL RENEWAL

☐ By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional period not to exceed one (1) year. However, the agreement to extend must be completed in writing not less than fifteen (15) days prior to expiration date. The contract may be extended only at the same price and under the same conditions governing the original contract.

INSPECTION AND ACCEPTANCE


Inspection and acceptance shall be conducted by the persons named below. Only these persons will have the authority to accept or reject the bids. In the event the individual or individuals listed below are no longer employed by the City or are no longer employed in the position stated, the person or persons assuming their positions will be responsible for the acceptance or rejection.

<u>NAME</u>	<u>TITLE</u>
Dennis Noak (219) 427 1253	Superintendent of Parks
GLORIA J GOEGLEIN (219) 427-1101	PURCHASING DIRECTOR

Any questions pertaining to the Bid Package itself, should be directed to:

DOTTIE HANNEMAN (219)427-1101 SUPERVISOR

to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

 13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

STATEMENT OF COMPANY

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of Tom Wood Pontiac-GMC-Mazda-Isuzu
that equal employment opportunity be afforded all persons
without regard to race, sex, religion, color, national origin,
age or physical handicap.

In support of this policy Tom Wood Pontiac-GMC-Mazda-Isuzu
will not discriminate against any employee or applicant for
employment because of race, sex, religion, color, national
origin, age or handicap.

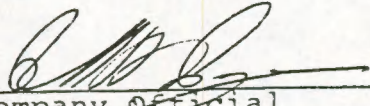
Tom Wood Pontiac-GMC-Mazda-Isuzu will take affirmative action
to ensure that all employees and applicants for employment are
treated without regard to race, sex, religion, color, national
origin, age or handicap.

Such action will include but not be limited to:

Employment, upgrading, demotion or transfer; recruitment or
recruitment advertising; layoff or termination; rates of pay
or other forms of compensation; and selection for training,
including apprenticeships.

Tom Wood Pontiac-GMC-Mazda-Isuzu will post in conspicuous
places, available to employees and applicants for employees,
notices of commitment to federal nondiscrimination regulations.

Tom Wood Pontiac-GMC-Mazda-Isuzu
Name of Firm


Company Official

8/26/88
Date

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: November 7, 1988

1. Governmental Unit: City of Fort Wayne
 2. County: Allen
 3. Bidder (Firm): Tom Wood Pontiac GMC Inc.
 Address: 7550 East Washington St.
 City/State: Indianapolis, In. 46219
 4. Telephone Number: 317 352 9311
 5. Agent of Bidder (If applicable): John Phillips

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

John Phillips
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
	06	each	pick up tks. & cars	See attached sheets for our prices on your form.	

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Marion COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Tom Wood Pontiac GMC Inc.
Bidder (Firm)

John Phillips
Signature of Bidder or Agent

Subscribed and sworn to before me this 9 day of November 1988

My Commission Expires: May 5 1991

County of Residence: Delaware

David J. Irwin
Notary Public

DAVID IRWIN
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of City of Fort Wayne (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered 06 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

Specifications for two (2) new 1988/1989 One-Ton Truck Chassis with dump bodies including all equipment listed as standard in manufacturer's printed literature describing the vehicle, unless superceded by special equipment specified herein:

		Base Price:	\$ 13,304.00
		Freight :	\$ 550.00
1.	G.V.W. 10,000 lbs. minimum	\$	Std.
2.	Wheelbase: 133 minimum	\$	Std
3.	Cab & Interior: Standard dual padded visors	\$	Std
4.	Windshield Wipers: 2-speed electric with washers	\$	Std.
5.	Mirrors: 2 outside, 6"x 9", swing-lock low profile	\$	Std.
6.	Heater/Defroster: H.D. fresh air	\$	Std.
7.	Seats: Heavy Duty, full foam	\$	Std
8.	Seat Belts: Driver & rider	\$	Std
9.	Color: Cab and body Dupont Deluxe #4932D Green	\$	Std
10.	Gauges: Gauge-type indicators, disability switch, amp, oil, water	\$	Std
11.	Engine: In line 6-cylinder, 290 cubic inches minimum 350 gas V8 engine.	\$	Std
12.	Oil Filter: Full flow, 1 quart capacity	\$	Std
13.	Air Cleaner: Standard	\$	Std
14.	Electric System: 12 volt	\$	Std
15.	Battery/alternator: H.P. 70 amp., Min. 60 amp. alternator, maintenance free type battery	\$	Std
16.	Directional Signals: Self-cancel, front and rear	\$	Std
17.	Cab Dome Light: Installed	\$	Std
18.	Shock Absorbers: Heavy Duty, front and rear	\$	Std
19.	Bumpers: Front only	\$	Std
20.	Springs: Standard G.V.W. springs plus rear capacity at ground not less than 7200 with auxiliary	\$	Std
21.	Axles: Front, 3500 lbs. minimum capacity; rear 7200 lbs. minimum capacity	\$	Std
22.	Transmission: 4-speed syncro mesh, standard, Manual.	\$	Std
23.	Rear End: 4.10-1 Axle ratio	\$	Std
24.	Undercoat: None	\$	None

Specifications (Continued)

25.	Tires (6):	7.50 x 16D 8-ply; dual rear on and off road tire; Firestone Super All Fraction, Goodyear XG or Goodrich Traction Plus	\$	Std
	Can,t guarantee brand name.			
26.	Clutch:	11 inches minimum, H.D. (12 inch)	\$	Std
27.	Brakes:	H.D. power brakes, dual system	\$	Std
28.	Reflectors, Marker and Clearance Lights:	Installed to meet state requirements on all Class 1 and Class 3 trucks	\$	Std
29.	C.A. Dimensions:	60"	\$	Std
30.	Body Type:	Dump body not to be less than 6-1/2" x 8' I.D. with not less than 10" sides and 16" double acting tailgate, with heavy duty offset type top hardware such as Perfection PC20, flush type cast or flame cut steel or equal. Front control for tailgate	\$	2,560.00
31.	Cab Protector:	To cover 1/4 cab	\$	Std
32.	Hoist:	Underbody 5-ton rated capacity minimum: 45 degree dumping angle. Hoist hydraulic pump assembly & hydraulic lift cylinder to be mounted to provide ground clearance equal to that provide for any chassis component located midway between the axles. Hoist and Power Take Off controls are to be floor mounted lever type	\$	Std
	Included in Fontaine body price, copy attached.			
33.	Power Take-Off:	Needle bearing PTO to fit any 10,000# G.V.W. truck make, equipped with a 4-speed syncro mesh transmission	\$	Std
34.	Steering:	Power	\$	Std
35.	Mud Flaps:	Installed behind rear dual	\$	Std
36.	Mountings:	Body to be mounted on 10,000 lbs. G.V.W. truck chassis with C.A. dimensions of 60 inches	\$	Std
37.	Cab Protector Window:	Cut opening in cab protector. Cab protector to be center with window in truck chassis. Opening to be 10" high, 20" wide. Build and weld in place guard over opening. Guard to		

Tom Wood Pontiac GMC Inc. guarantees this chassis and body to meet or exceed all of your specifications.

Specifications (Continued)

be made of expanded metal to be welded to a metal frame 1/4" x 1". Frame to be welded over cab protector opening.

\$ Std _____

38. All items of optional equipment must be factory-installed or have prior approval of the Board of Park Commissioners. The truck chassis with body must be delivered to the Board of Park Commissioners within one hundred twenty (120) days from receipt of truck chassis.

39. Warranty: Fontaine warranty is for 12 months, 100 % .

40. Trade-in:	#39 1976 Ford 1-Ton Dump	\$	<u>INC</u>
	#28 1976 Ford 1-Ton Dump	\$	<u>INC</u>
	#18 1977 Ford 1-Ton Dump	\$	<u>INC</u>
	TOTAL (2 TRUCKS)	\$	<u>32,828.00</u>
	LESS Tax:	\$	<u>NONE</u>
	LESS DISCOUNT:	\$	<u>NONE</u>
	LESS TRADE:	\$	<u>9,058.00</u>
	NET TOTAL (2 TRUCKS)	\$	<u>32,828.00</u>
	NET TOTAL 2 Trucks		<u>23,770.00</u>

Alt Bid #1 - Additional truck as specified

(One additional truck)	TOTAL	\$	<u>13,385.00</u>
Less Trade In:	LESS TRADE:	\$	<u>1,000.00</u>
#24 - 1976 Ford One-Ton Dump	LESS TAX:	\$	<u>NONE</u>
	LESS DISCOUNT:	\$	<u>NONE</u>
(One additional truck)	NET TOTAL	\$	<u>12,385.00</u>

SPECIFICATIONS QUESTIONNAIRE
BIDDERS PROPOSAL - TO BE COMPLETED
by the bidder

Year: 1989 Make: GMC Model: TR31003 ZW9

1. G.V.W.: 10,000
2. Wheelbase: 135.5 inches
3. Cab & Interior: Std
4. Windshield Wiper: 2 speed with washer
5. Mirrors: 9 X 6.5 in. swing lock below eyeline.
6. Heater & Defroster: Std GMC .
7. Seats: full width vinyl bench.
8. Seat Belts: Std
9. Color: GMC Woodland Dark Greene
10. Gauges: Std , Volt, temp, oil pressure and fuel.
11. Engine: 350 gas V8
12. Oil Filter: Std
13. Air Cleaner: Std
14. Electric System: Std 12 volt
15. Battery/Alternator: 66 amp alternator, 540 cca battery.
16. Directional Signal: Std
17. Cab Dome Light: Std
18. Shock Absorber: heavy duty front and rear.
19. Bumpers: front only
20. Springs: rear main and auxiliry, 3800 front ,7500 rear.
21. Axles: Std for 10,000 GVW, 3800 front, 7500 rear.
22. Transmission: 4 speed syncro manual
23. Rear End: 4.10 ratio
24. Undercoat: none
25. Tires: 7.50 X 16D ,8 ply (6)
26. Clutch: 12 inch.
27. Brakes: Power hydraulic H.D.

28. Reflectors, Marker & Clearance Lights: Yes, as per ICC regs.
29. C.A. Dimensions: 60 inches
30. Body Type: Dump
31. Cab Protector: Yes
32. Hoist: Yes, 6.1 ton cap.
33. Power Take-Off: Yes
34. Steering: Power steering
35. Mud Flaps: yes
36. Mounting: Std
37. Cab Protector Window: Yes
38. Delivery Time: 90 days
39. Warranty: 36 months or 50,000 miles with a \$100.00 deductible after th first 12 Mo. or 12,000 miles.
40. Trade-in: must be driveable.

Specifications for two (2), plus or minus new 1988/1989 model, pick-up trucks, mini-pick-up, including all equipment listed as standard in the manufacturer's literature describing the vehicle unless such equipment is superseded by deviations specified herein.

			FREIGHT:	\$ 400.00
			BASE PRICE:	\$8806.00
1.	YEAR	1988/1989	\$	Std
2.	COLOR	Dupont Deluxe #4932D Green (or Equivalent)	\$	Std
3.	WHEEL BASE:	112 minimum	\$	Std
4.	ENGINE	2.3 liter, minimum - 4 cylinder	\$	Std
5.	G.V.W. RANGE	4100 Minimum - 1500 # pay load	\$	Std
6.	CAB & INTERIOR	Standard; Dual padded visitors	\$	Std
7.	GAUGES	Standard indicators, disability switch, amp., oil, water	\$	Std
8.	TRANSMISSION	Standard, 4 speed or 5 speed	\$	Std
9.	FILTERS	Oil and Air, Standard	\$	Std
10.	BATTERY	Heavy-duty, maintenance free	\$	Std
11.	TIRES	14" Steel belted radial, all season blackwall	\$	Std
12.	DEFROSTER and HEATER	Fresh Air, heavy duty	\$	Std
13.	SEATS	Heavy duty, full foam	\$	Std
14.	SEAT BELTS	Driver & Rider	\$	Std
15.	MIRRORS	Inside rear view, outside left & right side	\$	Std
16.	LIGHTS	Dome, instrument panel, backup, self-canceling directional parking brake indicator, emergency flasher	\$	Std
17.	ELECTRICAL SYSTEM	Twelve (12) volt	\$	Std
18.	WINDSHIELD WIPERS	Dual Two (2) speed electric with washers	\$	Std
19.	STEERING	Power	\$	Std
20.	REFLECTORS, MARKER & CLEARANCE LIGHTS	Installed to meet Indiana requirements	\$	Std
21.	REAR END	Standard	\$	Std
22.	REAR BODY	7 foot Standard Bed Minimum	\$	Std
23.	BRAKES	Power	\$	Std
24.	CLUTCH	Standard	\$	Std
25.	SPRINGS	Heavy Duty	\$	Std

26.	AXLES	Standard	\$ <u>Std</u>
27.	SHOCK ABSORBERS	Standard	\$ <u>Std</u>
28.	BUMPERS	Standard front painted, rear step painted	\$ <u>Std</u>
29.	RUST PROOFING	The frame, chassis, fenders and body etc., except for the drive- shaft shall be completely rust proof. Rust proofing must be in compliance with federal military specifications GSA spec. FED-STD-297A-2-22-75, entire vehicle must be rust proofed by a commercially acceptable practice with warranty indicated.	\$ <u>Std</u>
30.	MANUALS	One service manual only	\$ <u>Std</u>
31.	WARRANTY	Give description of all warranties and component warranties available	\$ <u>Std</u> \$ <u>Std</u>
32.	TRADE IN	#66 Chevy 1982 Pickup #201 Ford 1979 Automobile	\$ <u>INC.</u>

TOTAL: Two vehicles	\$ <u>18,482.00</u>
LESS TAX:	\$ <u>NONE</u>
LESS DISCOUNT:	\$ <u>NONE</u>
LESS TRADE:	\$ <u>3927.00</u>
NET TOTAL: TWO VEHICLES	\$ <u>14,485.00</u>

DELIVERY 60 days

WARRANTY 36 months or 50,000 miles with a \$100.00 deductible after the first 12 months
or 12,000 miles.

ALTERNATE BID: Factory installed Automatic
transmission and air conditioning
Per vehicle

\$ 1,255.40 EACH

SPECIFICATIONS QUESTIONNAIRE

BIDDERS PROPOSAL - MUST BE COMPLETED

By The Bidder

1. YEAR: 1989 MAKE GMC MODEL TS10803 E63
2. COLOR: GMC Dark Green
3. WHEEL BASE: 117.9 inches
4. ENGINE: 2.5 liter E.F.I. 98 H.P. 4 cy.
5. G.V.W. RANGE: 1500 # payload
6. CAB & INTERIOR: Std
7. GAUGES: Yes, volt, temp, oil pressure and fuel.
8. TRANSMISSION: 5 speed manual.
9. FILTERS: Std
10. BATTERY: 630 CCA.
11. TIRES: P195/75R14 B/W (5)
12. DEFROSTER & HEATER: Std
13. SEATS: vinyl bench full width.
14. SEAT BELTS: Std
15. LIGHTS: Std
16. LIGHTS: Std
17. ELECTRICAL SYSTEM: 12 volt
18. WINDSHIELD WIPERS: 2 speed with washer.
19. STEERING: power steering.
20. REFLECTORS, MARKER & CLEARANCE LIGHTS: Yes, except no Icc Lights
on top of the cab.
21. REAR END: 3.73 ratio
22. REAR BODY: fleet side pick up bed.
23. BRAKES: power brakes
24. CLUTCH: 9.13 inch
25. SPRINGS: Heavy Duty
26. AXLES: Heavy duty.
27. SHOCK ABSORBERS: Std
28. BUMPERS: Painted front and rear step bumper.
29. RUST PROOFING: Yes, american rustproofing, to military specs. with 5
year warranty, no inspection.
30. MANUALS: Yes, GM publishing.
31. WARRANTY: 36 months or 50,000 miles with a \$100.00 deductible after
the first 12 months or 12,000 miles.

Specifications for two (2) new 1988 or 1989, 5 Passenger, Medium size, 4-Door Sedans, including all equipment listed as standard in the manufacturer's literature describing the vehicle, unless such equipment is superseded by deviations specified herein.

		FREIGHT:	\$ 425.00
		BASE PRICE:	\$ 7722.99
1. YEAR:	1988 OR 1989		
2. COLOR:	Medium Charcoal or Gray Metallic		\$ STD
3. WHEEL BASE:	99.9 Minimum ✓ 101.2"		\$ STD STD
4. ENGINE:	2.0 Liter Minimum ✓ 2.0L		\$ STD
5. CARBURETOR:	Fuel Injected ✓ yes		\$ STD
6. BODY STYLE:	4-Door Sedan ✓ ye		\$ STD
7. EXHAUST SYSTEM:	Single ✓ yes		\$ STD
8. TRANSMISSION:	Automatic -		\$ 340.30
9. FILTERS:	Oil and Air yes		\$ STD
10. BATTERY:	Heavy-Duty, 70 Amp. Minimum <i>std mny</i>		\$ STD
11. TIRES:	Standard blackwall, including full size standard spare with wheel		\$ 466.14
12. AIR CONDITIONING:	Factory installed with Tinted Glass - all windows		\$ 867.56
13. DEFROSTER AND HEATER:	Fresh Air <i>std</i> ✓		\$ STD
14. SEAT BELTS:	Front and rear with metal buckles <i>std</i>		\$ STD
15. MIRRORS:	Inside rear view, outside left side - <i>Dual Sport.</i> ✓ <i>std pack</i>		\$ STD
16. LIGHTS:	Dome, instrument panel, backup, self-canceling directional, parking brake indicator, emergency flasher <i>std</i>		\$ STD
17. ELECTRICAL SYSTEM:	12 Volts <i>std</i>		\$ STD
18. WINDSHIELD WIPERS:	Dual 2-speed electric, with washer system <i>std</i>		\$ STD
19. STEERING:	Power <i>w/ package</i> ✓		\$ STD
20. RADIO:	AM with clock <i>Am - Fm Stereo</i> <i>std</i>		\$ STD
21. MOLDING:	Body Side <i>std</i>		\$ STD
22. ARM REST:	Dual Front <i>std</i>		\$ STD
23. DASH:	Padded <i>std</i>		\$ STD
24. BRAKES:	Hydraulic with mechanical adjusters, disc brakes, front <i>std</i>		\$ STD
25. RADIATOR:	Standard		\$ STD
26. SPRINGS:	Standard		\$ STD

27. SHOCKS:	Heavy Duty	\$ <u>STD</u>
28. BUMPERS:	Standard front and rear w/guards	\$ <u>STD</u>
29. RUST PROOFING:	The frame, chassis, fenders and body etc., except for the drive shaft shall be completely rust proofed. Rust proofing must be in compliance with federal military specifications GSA spec. FED-STD-297A-2-22-74, entire vehicle must be rust proofed by a commercially acceptable practice with warrant indicated.	\$ <u>STD</u>
30. MANUALS:	One service manual	\$ <u>21.00</u>
31. WARRANTY:	Give description of all warranties and component warranties avail.	\$ <u>STD</u>
32. TRADE IN: *	#107 Chevy 1979 Sedan	\$ <u>N/C.</u>
	#111 Ford 1979 Sedan.	\$ <u>N/C.</u>
	TOTAL	\$ <u>18,885.98 for 2</u>
	LESS TRADE:	\$ <u>574.99 EACH.</u>
	LESS DISCOUNT:	\$ <u>NONE.</u>
	NET TOTAL:	\$ <u>8,868.00 EACH</u>
DELIVERY:	17,736.00 <u>6 to 8 weeks</u> OR 17,736.00 for 2 CARS.	
WARRANTY:	<u>36 MONTHS OR 50,000 MILES WITH A \$100.00 DEDUCTABLE AFTER THE FIRST 12 MONTHS OR 12,000 MILES.</u>	
ALTERNATE BID #1:	One additional car as specified with no trade in:	\$ <u>8968.00</u>

* TRADE INS MUST BE DRIVEABLE.

SPECIFICATIONS QUESTIONNAIRE

BIDDERS PROPOSAL - MUST BE COMPLETED

BY THE BIDDER

1. YEAR: 1989 MAKE: pontiac MODEL: Sunbird
2. COLOR: Medium Gray Metallic
3. WHEEL BASE: 2.01 101.2"
4. ENGINE: 2.0liter
5. CARBURETOR: fuel injected
6. BODY STYLE: four door
7. EXHAUST SYSTEM: single
8. TRANSMISSION: automatic
9. FILTERS: standard
10. BATTERY: standard
11. TIRES: p195/70R14
12. AIR CONDITIONING: C60 air conditioning
13. HEATER AND DEFROSTER: fresh air
14. SEAT BELTS: front and rear with metal buckles
15. MIRRORS: dual mirrors
16. LIGHTS: per spec.
17. ELECTRICAL SYSTEM: per spec
18. WINDSHIELD WIPERS: per spec
19. STEERING: power
20. RADIO: am-fm standard
21. MOLDINGS: body side molding
22. ARM REST: per spec
23. DASH: per spec
24. BRAKES: per spec
25. RADIATOR: per spec
26. SPRINGS: per spec
27. SHOCKS: per spec
28. BUMPERS: per spec
29. RUST PROOFING: per spec , American to Military specs., 5 year warranty ,no inspection.

all equipment listed as standard in manufacturer's printed literature describing the vehicle, unless superceded by special equipment specified herein:

Base Price:

\$ NO BID

Freight:

\$ _____

NO BID

YEAR:	1989	
1. G.V.W.	24,500 Min.	\$ _____
2. Wheelbase:	194 Min.	\$ _____
3. Cab & Axle:	122 Min.	\$ _____
4. Alternator:	40 Amp 600 Watt , 80 AMP	\$ <u>STD</u>
5. Front Axle:	8,000 Min. 9,000 #	\$ _____
6. Rear Axle:	17,500 Singlespeed , 19,000 # Single.	\$ _____
7. Battery:	12 Volt, 38 DCCA, 45 Amp 1260 CCA, DUAL.	\$ _____
8. Brakes:	Disc Front	\$ <u>STD</u>
9. Brake, Parking:	Dash or Floor	\$ <u>STD</u>
10. Cab:	Standard conventional cab height	\$ <u>STD</u>
11. Clutch:	13" Min. 14" CLUTCH	\$ <u>STD</u>
12. Engine:	8.2L-165 BHP (123 KW) Diesel	\$ _____
13. Frame:	Heavy Duty , "L" REINFORCEMENT	\$ _____
14. Heater:	Fresh Air Heater & Defroster	\$ _____
15. ICC Emergency Flasher:	Fender mounted turn signals	\$ _____
16. Mirrors:	Western 7x16 LH & RH	\$ _____
17. Paint:	Cab-Dupont Deluxe #4932D GR.	\$ _____
18. Seat:	Full width, with seat belts	\$ _____
19. Springs Front:	9,000 Min.	\$ _____
20. Springs Rear:	23,000 Min.	\$ _____
21. Steering:	Power	\$ _____
22. Two Hooks:	Front In, or Under Bumper	\$ _____
23. Transmission:	4-Speed Syncormesh standard	\$ _____
24. Front Tires:	900 x 20, 12 Ply	\$ _____
25. Rear Tires:	900 x 20, 12 Ply, Mud and Snow	\$ _____
26. Spare Rim:	900 x 12, 12 Ply, Spare Tire	\$ _____
27. Mud Flaps:	Installed	\$ _____
28. Cab & Interior:	Standard Dual Visors	\$ _____
29. Windshield Wipers:	2 Speed & Washers	\$ _____
30. Engine Hour Meter:	Installed	\$ _____
31. Gauges:	Oil-Water-Fuel, AMP Tachometer Speedometer (No Lights)	\$ _____
32. Front Shocks:	Heavy Duty	\$ _____
33. Locking Throttle Handles:	Throttle (Hand)	\$ _____
34. Cab Dome Light:	Installed	\$ _____

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Tom Wood Pontiac GMC
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Tom Wood Pontiac
GMC, that WE
_____, does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 7th day of NOVEMBER, 1988.

Tom Wood Pontiac GMC
(Name of Bidder/Vendor)

John Phillips FLEET MGR.
(Name and Title of Person Signing)

J. Phillips
John Phillips
Fleet Manager
Nov 10/88

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: 11/9, 1988

TOM WOOD Pontiac GMC INC.
Name of Bidder

By: [Signature]

Title: Gen. Mgr.

Official Address: (including zip code)

7550 EAST WASHINGTON ST.
INDIANAPOLIS, IN 46219

General Manager

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN - American Indian or Alaskan

MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).
- For MBE specify percentage of minority ownership ____%.
- For WBE specify percentage of women ownership ____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision), shall have ____% participation (employees) ____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____%. (Cross out inapplicable provision.)

- C. The undersigned commits ____% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

- D. The undersigned commits ____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

STATEMENT OF COMPANY

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of Tom Wood Pontiac-GMC-Mazda-Isuzu that equal employment opportunity be afforded all persons without regard to race, sex, religion, color, national origin, age or physical handicap.

In support of this policy Tom Wood Pontiac-GMC-Mazda-Isuzu will not discriminate against any employee or applicant for employment because of race, sex, religion, color, national origin, age or handicap.

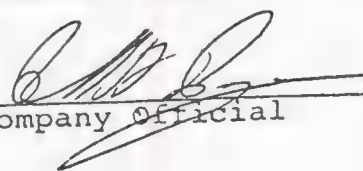
Tom Wood Pontiac-GMC-Mazda-Isuzu will take affirmative action to ensure that all employees and applicants for employment are treated without regard to race, sex, religion, color, national origin, age or handicap.

Such action will include but not be limited to:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

Tom Wood Pontiac-GMC-Mazda-Isuzu will post in conspicuous places, available to employees and applicants for employees, notices of commitment to federal nondiscrimination regulations.

Tom Wood Pontiac-GMC-Mazda-Isuzu
Name of Firm


Company official

8/26/88
Date

AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

Tom Ward Pontiac-GMC-Nazda-Isuzu
AFFIRMATION

Name of Contractor or Supplier

(Information Given By)

7550 E WASHINGTON ST NOPLS IN 46219

Address And Telephone Number 317-352-9311

Mary L. Mackay 11/9/88
(Person Filling Out This Form And Date)

[illegible]

M 6-61-58

Peerless Insurance

Nationale-Nederlanden North America
Property and Casualty Group

62 Maple Avenue
Keene, New Hampshire 03431

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we

Tom Wood Pontiac-GMC, Inc.

as Principal, hereinafter called the Principal, and
PEERLESS INSURANCE COMPANY A CORPORATION DULY ORGANIZED UNDER
THE LAWS OF THE STATE OF NEW HAMPSHIRE AND HAVING ITS HOME
OFFICE AT KEENE COUNTY OF CHESHIRE AND STATE OF NEW HAMPSHIRE
a corporation duly organized under the laws of the State of

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fort Wayne, Indiana

as Obligee, hereinafter called the Obligee, in the sum of

5% of Bid

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Dollars (\$5,200.00)

WHEREAS, the Principal has submitted a bid for

Two (2) cars, two (2) dump trucks, two (2) mini pick-ups and
one (1) 2 Ton Chassis & Cab

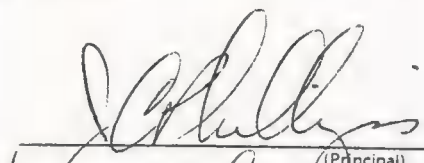
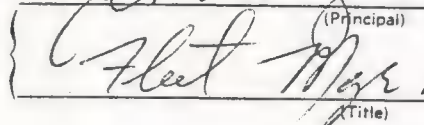
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

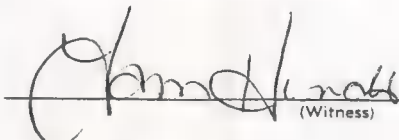
Signed and sealed this 10th

day of November

19 88


(Witness)


(Principal)

(Title)


(Witness)

PEERLESS INSURANCE COMPANY

(Seal)
(Title)

408013

October 1, 1989

Donald W. Kuehr

Indianapolis

Indiana

bonds guaranteeing the fidelity of persons holding places of public or private trust; bonds guaranteeing the performance of contracts other than insurance policies; and executing or guaranteeing bonds and undertakings required or permitted, in all actions or proceedings or by law allowed; no one bond to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00):

X

X

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE November 10, 1988 BID REFERENCE # 1347

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350,
CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE
OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE
BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF
THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER
11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR Four Door Sedans, 1 Ton Dump
Trucks, 1/2 Ton Pick Up Trucks, 2 Ton Cab & Chassis
AND REQUESTED BY Board of Park Commissioners

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUEST-
ED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A X 5% BID BOND OF ALL BIDDERS.
THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCESSFUL
BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: NONE %
IF PAID WITHIN DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA
STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFI-
CATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE
TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS
AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE
BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A
PERIOD OF NINETY (90) DAYS.

FIRM NAME LINCOLNWAY INTERNATIONAL TRUCKS
STREET ADDRESS 2808 GOSHEN RD.
CITY FORT WAYNE
BY Richard E. Barkley PHONE
REPRESENTATIVE SIGNATURE agaw (219) 482-300

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE \$ 26,823⁰⁰. (if unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

To LAWTON PARK - FORT WAYNE, IND.

☐ Liquidated Damages Provision This clause will be applicable to this contract if the box contains a checkmark or an "X", or if required in specifications.

LIQUIDATED DAMAGES IN TIME OF PERFORMANCE

Actual damages for delays in completion are impossible to determine. Accordingly and as part of the consideration to enter into this transaction, the contractor agrees to be liable for also to pay to the City of Fort Wayne the sum of \$ NONE a day as liquidated damages for each calendar day of delay past the stipulated date of completion as shown on the Request for Quotation, Contract or Purchase Order; Whichever may apply. This payment shall not limit the City's right to collect other damages.

Any claim for an extension of the date of completion shall be based on a written notice/request delivered to the owner within 5 days of the occurrence of the event giving rise/to the claim.

Time of completion may only be altered by written approval from the owner.

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate

all equipment listed as standard in manufacturer's printed literature describing the vehicle, unless superseded by special equipment specified herein:

Base Price: \$ 23775-
Freight: \$ 610-

YEAR:	1989 1990	
1. G.V.W.	24,500 Min.	\$
2. Wheelbase:	194 Min.	\$ <u>188"WB</u> 96-
3. Cab & Axle:	122 Min.	\$ <u>120"</u>
4. Alternator:	40 Amp 600 Watt	\$ <u>62AMP</u> STD
5. Front Axle:	8,000 Min.	\$ 118-
6. Rear Axle:	17,500 Singlespeed	\$ 351-
7. Battery:	12 Volt, 38 DCCA, 45 Amp	\$ <u>2-12V-1050CCA</u> STD
8. Brakes:	Disc Front	\$ STD
9. Brake, Parking:	Dash or Floor	\$ STD
10. Cab:	Standard conventional cab height	\$ STD
11. Clutch:	13" Min.	\$ <u>14"</u> 20-
12. Engine:	8.2L-165 BHP (123 KW) Diesel	\$ <u>7.3L-170HP</u> 600-
13. Frame:	Heavy Duty INVERTED 'L' REINFORCEMENT	\$ 225-
14. Heater:	Fresh Air Heater & Defroster	\$ STD
15. ICC Emergency Flasher:	Fender mounted turn signals (IN-FENDER)	\$ STD
16. Mirrors:	Western 7x16 LH & RH	\$ STD
17. Paint:	Cab-Dupont Deluxe #4932D GR.	\$ 199-
18. Seat:	Full width, with seat belts	\$ STD
19. Springs Front:	9,000 Min.	\$ 26-
20. Springs Rear:	23,000 Min.	\$ 66-
21. Steering:	Power	\$ STD
22. Two Hooks:	Front In, or Under Bumper	\$ 54-
23. Transmission:	4-Speed Syncormesh standard	\$ <u>5-SPEED</u> STD
24. Front Tires:	900 x 20, 12 Ply	\$ <u>BIAS PLY-CAST WHEELS</u> (231-)
25. Rear Tires:	900 x 20, 12 Ply, Mud and Snow	\$ <u>700LBRIMS</u> (214-)
26. Spare Rim:	900 x 12, 12 Ply, Spare Tire	\$ <u>W/RIM</u> 408-
27. Mud Flaps:	Installed	\$ WITH BODY
28. Cab & Interior:	Standard Dual Visors	\$ STD
29. Windshield Wipers:	2 Speed & Washers	\$ STD
30. Engine Hour Meter:	Installed- IN-TACHOMETER	\$ 50-
31. Gauges:	Oil-Water-Fuel, AMP, Tachometer-Speedometer (No Lights)	\$ <u>VOLTMETER</u> STD
32. Front Shocks:	Heavy Duty	\$ STD
33. Locking Throttle Handles:	Throttle (Hand)	\$ 30-
34. Cab Dome Light:	Installed	\$ STD

35.	Bumper:	Front	\$ <u>STD</u>
36.	Clean Frame behind the Cab:	Truck should not have fuel tank behind cab.	\$ <u>STD</u>
37.	Reflectors & Lights:	Installed to meet Legal requirements	\$ <u>STD</u>
38.	Chip Box:	<p>Replace Chip Box Body-Includes the following:</p> <p>A. <u>Chip Box</u>-Box 120" long x 64" high at rear x 49" high at front x 90" wide. Structural steel frame box, with 12 ga. HR sheet sides, top and bottom. Hinged rear tailgate with bottom of tailgate opening approx. 73" from ground level or 48" from inside bottom of pintle hook, if installed. (Gate approx. 25" high), 4 red marker lights installed. Boom support on top of chip box.</p> <p>B. <u>Bed</u>-3/16" floor plate on 8" 11.5 lb. channel sills and 3" channel cross members. 4 amber marker lights, 2 stirrup steps installed.</p> <p>C. <u>Hydraulic Actuation</u>-Dump mechanism is actuated by two 4½" ID cylinders having 12" stroke. Control valve for dumping is mounted on the pedestal base of Hi-Ranger. All hydraulic hoses and fitting, are furnished for complete installation.</p> <p>D. <u>Tailgate-Hinges</u> at extreme top of the chip box opening, hinges at the immediate top of the tailgate itself, permits operator to swing the bottom of the gate outward and upward when dumping, thus preventing the tailgate from pushing into the ground while chip box is dumped. After dumping, gate is returned to closed position by pulling on handle in center with one hand, while pushing in the bottom of the gate with the other hand, to get the gate into the bottom clips.</p> <p>E. <u>Safety Link</u>-With self-aligning rod end bearing on one end which pivots about a point under chip box. Other end has clevis rod end, which connects to tab on flatbed with a pin and retaining sash chain. (Safety link is stowed under chip box with same pin in travel position) <u>NOTE:</u> This installation allows operator to work under chip box in raised position without possibility of chip box coming down</p>	

38. Chip Box

F. Guard-Around chip box dump valve control handle. Eliminates possibility of falling object jamming dump valve. Aluminum placard to be provided showing handle movement, up and down, and will read "Set Chip Box Safety Link When Dumping".

Chip Box Taillights-Combination tail, stop and turn signal lights at rear of unit, in addition to the tail stop and turn lights which may be installed on the truck upon receipt by MAT. One light installed in each of the upper corners of the chip box. Each light has protective screen.

39. Rustproofing:

The frame, Chassis, fenders and body etc., except for the driveshaft shall be completely rustproofed. Rustproofing must be in compliance with federal military specifications GSA Spec. FED-STD-297A-2-22-74, entire vehicle must be rustproofed by a commercially acceptable practice with warrant indicated.

*INCLUDES - Tool Box Doors
HOOD & FENDERS ARE FIBERGLASS AND NOT RUSTPROOFED*

\$ 575-

40. Transfer the Existing Equipment:

1. Transfer Hi Ranger, flat bed, tool boxes, Trailer Hitch, New Dump Bed, and cabguard to new truck chassis.
2. Install new P.T.O. to fit new truck transmission including light on dash to let operator know P.T.O. is in gear. P.T.O. correct percentage of 90 percent of engine speed.
3. Replace hydraulic pump with vickers 25VQ 17GPM.
4. Install pull cable to P.T.O.
5. Replace all sub-frame bolts and nuts.
6. Install deadman and master switch to truck cab and install number 14 gauge wire in loom and fasten every 14 inches as need.
7. Install new fuse blocks for deadman and emergency pump system.
8. Install new wood strips for truck chassis (for flat bed to sit on).
9. Install cross beams and inspect all welds for cracks and straighten as needed.
10. Install hot wire for emergency pump system and test pressure switch as needed.
11. Install new Hi Panger throttle control assemble part number E 506080 with new Vickers pumps 25VQ 17 G.P.M. Hi-Ranger Part Pump number A102366 with new tubing and fittings from throttle control to hydraulic pumps. Fabricate bracket to mount and to speed engine.
12. Install outrigger shoes if new truck chassis is higher than old truck chassie (extend outriggers as needed).
13. Rework cabguard to fit new truck chassie as needed (widen for tilt hood and reinforce under lower boom saddle).
14. Two Amber Rotating Lights-Locate one on right front corner of cab gaurd and one on top left rear corner of dumping chip box. Single switch on truck dash operates both lights.
Protective Cover for Rotating Lights-One fore each Light.

40. Transfer the Existing
Equipment(Continued):

15. Clean upper and lower booms inside and out
for electrical test.

16. After new chassie is in operating condition.
Strucktural overload test with lower boom at
maximum extension and upper boom horizontal, then
place a weight of 300% capacity suspended from
bucket. After test inspect for deformation or
cracked welds.

17. Tipping Test. This test is to be competed by
a qualified person approched by the Park Department.
Testing uill be according to Hi-Ranger specifications.

18. Unit will be in good operating condition for
Park Department use. Unit will be operational tested
after completed and inspected for leaks.

41. Manuals:

Four (4) service manuals on all equipment \$ 100-

42. Warranty:

Give description of all warranties and
component warranties available. *ENCLOSED* \$ _____

43. All items of optional equipment must be factory installed or have prior approval
of the Board of Park Commissioners.

44. THIS VEHICLE MUST BE DELIVERED TO THE BOARD OF PARK COMMISSIONERS WITHIN ONE HUNDRED
TWENTY (120) DAYS FROM THIS DATE.

45. Trade-in:

Cab and Chassis replacement on Unit#22
Hi-Ranger, 2 Ton Ford Ranger 1972 \$ 7500-

TOTAL: \$ 34358-

LESS TAX: \$ -

LESS TRADE: \$ (360-)

LESS DISCOUNT: \$ (7175-)

NET TOTAL: \$ 26,823⁰⁰

46. List Company to transfer existing equipment in accordance
to Item 39: (Two Known Companies)

J.T. HYDRAULIC Co.

J.T Hydraulic Company
16832 T-Tarn Trail
Fort Wayne, IN 46825
(219) 637-5271

Delphi Body Works
Delphi, In
(317) 564-2212

FOR TRANSFER EQUIPMENT BY ERNST TRUCK EQPT
ADD NET \$ 1,650¹⁶

J.T. HYDRAULIC CO., INC.
18832 T-TARN TR.
FORT WAYNE, INDIANA 46825
PHONE 219 637-5271

November 9, 1988

Lincolnway International Trucks Inc.
2807 Goshen Road
Fort Wayne, Indiana 46808

Attention: Richard E. Barkley:

Cur bid is \$7,500.00

Cur price includes the following:

Transfer and remount of Park Board Truck, Model 5FI-52PBRI -
Serial #9725264 per specifications.

Replace chip box including safety link, tail gate, lights, prime
paint and finish paint.

Rework cab guard for truck - paint as needed

Installed beacon lights 2/with protectors over lights. Switch on
dash.

Install lights on top corners of chip box (stop, turn and tail).

Install spacer under pedestal as needed

Install shoes on outriggers per drawing P-808458 (13" minimum retracted

Install throttle control to speed engine

Replace hydraulic pump VQ 25 - 17 gal. per minute

Install fuse blocks as needed

Install wood strips (1" x 3" wide)

Overload test

Tip test as needed

Delivery 60 to 90 days from receipt of order

TERMS: Balance due when truck is delivered!

JRT/jmt

J. T. Hydraulic Co., Inc.
16832 T-Tarn Trail
Fort Wayne, Indiana 46845
James R. Trammel, President
James R. Trammel

CITY OF FT. WAYNE - PARK DEPARTMENT BID
2 ton cab & chassis

Item 38. Chip Box

Furnish and install 10 ft. chip body per bid specifications, except rebuild and transfer hydraulic cylinders from unit #22. (Note: 8" channel sills transfer with Hi-Ranger & platform.) INCLUDES yellow paint and broom & barricade brackets per Park Dept. specs. PRICE AS ABOVE - \$ 3169.84

OPTIONS: 96" wide body (will cover rear tires on new chassis)
ADD \$ 162.20

Stainless steel body panels (sides, top, front, floor) unpainted.

ADD \$ 4851.50

Item 40. Transfer

- 1: Transfer Hi-Ranger, flat bed, tool boxes, cabguard to new chassis. (Chip box installation covered in item 38)
- 2: Install new PTO and warning light. (94% engine speed.)
- 3: Replace hydraulic pump with Vickers 25VQ 17 GPM
- 4: Install new PTO cable control.
- 5: Replace all sub-frame fasteners with grade 8 fasteners.
- 6: Install deadman and master switch per specs.
- 7: Install new fuse block for deadman and emergency pump system.
- 8: Install new wood liners between longsills and frame.
- 9: Install cross beams and inspect welds. Re-weld if needed.
- 10: Install hot wire for emergency pump system and test pressure switch. (switch replacement ,if needed, open.)
- 11: Install new Hi-Ranger throttle control per specs.
- 12: Extend outriggers if needed.
- 13: Rework cabguard to fit new cab.
- 14: Install two amber rotating lights per specs.
- 15-16-17: Cleaning of booms, di-electric test, structural overload test and tipping test to be performed and certified by Plastic Composites Corp. This is the same company that tested and certified the unit we transferred in March, 1988.
- 18: Operational and leak test.

PRICE AS ABOVE - \$ 5980.32

OPTIONS: Replace cabguard with new - ADD \$ 321.50
Repaint cabguard, crossbeams, sub-frame and outer tubes
ADD \$ 275.00

*Optional
Quote*

Ernst Truck Equipment, Inc.

Mike Watson

Mike Watson

MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).
 For MBE specify percentage of minority ownership ____%.
 For WBE specify percentage of women ownership ____%.
- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.
 The MBE/WBE firm (cross out inapplicable provision), shall have ____% participation (employees) ____% participation (costs) in this project.
 Specify the percentage of minority/women ownership in the MBE/WBE firm ____%. (Cross out inapplicable provision.)
- C. _____ The undersigned commits ____% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

- D. _____ The undersigned commits ____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of LINCOLNWAY INTERNATIONAL TRUCKS INC, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of LINCOLNWAY INTERNATIONAL TRUCKS INC, that LINCOLNWAY INTERNATIONAL TRUCKS INC. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 10th day of NOVEMBER, 1988.

LINCOLNWAY INTERNATIONAL TRUCKS INC
(Name of Bidder/Vendor)

Richard E Barkley agent
(Name and Title of Person Signing)

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: Nov. 10, 1988

Liorcalway International Trucks Inc.
Name of Bidder

By: Richard E. Barkley

Title: agent

Official Address: (including zip code)

2807 Gosken Rd.
Fort Wayne, Ind. 46808

Harco National Insurance Company

P.O. Box 68309
Schaumburg, Illinois 60168-0309
Toll Free 800-448-4642
In Illinois 312-517-3600
Panafax 312-517-3046

Policy No. SR- 908-04-13 BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, LINCOLNWAY INTERNATIONAL TRUCKS, INC., Principal, and HARCO NATIONAL INSURANCE COMPANY OF NEW YORK, NEW YORK, Surety, are held and firmly bound unto CITY OF FORT WAYNE, INDIANA, Obligee, in the sum of ONE THOUSAND EIGHT HUNDRED TEN AND 00/100 Dollars (\$ 1,810.00**) for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for:

ONE (1) 1990 INTERNATIONAL MODEL 4600 4X2

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

This bond automatically terminates 90 days from date of issuance.

Signed, sealed and dated NOVEMBER 8, 1988

By

 (Seal)
Principal

HARCO NATIONAL INSURANCE COMPANY

By


Officer

By

Countersigning Agent

02-3588 (5/88)

HARCO NATIONAL INSURANCE COMPANY

ADMINISTRATIVE OFFICE: SCHAMBURG, ILLINOIS 60196

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the HARCO NATIONAL INSURANCE COMPANY has made, constituted and appointed and by these presents does make, constitute and appoint:

Ms. Mary J. Henderson, or Mr. Kenneth P. Moffat, or
Ms. Adeline O'Banner

each its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

any obligee

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of \$500,000. (Five Hundred Thousand Dollars). This Power of Attorney shall be valid for one year from the date as written below.

The Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 25th day of May, 1977:

"RESOLVED, That the President or a Vice President may, from time-to-time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact.

FURTHER RESOLVED, That the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted. The signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding upon the Company."

IN WITNESS WHEREOF, The HARCO NATIONAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its Vice President and certified by its Secretary or Assistant Secretary on this 8th day of November, 1988.

HARCO NATIONAL INSURANCE COMPANY

By: Michael E. Bergantzel
Michael E. Bergantzel, Ass't Secretary

By: Randy J. Achzen
Randy J. Achzen, Vice President

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: Nov. 10, 1988

1. Governmental Unit: CITY OF FORT WAYNE, IND

2. County: ALLEN

3. Bidder (Firm): LINCOLNWAY INTERNATIONAL TRUCKS INC.

Address: 2807 GOSHEN RD.

City/State: FORT WAYNE, IN.

4. Telephone Number: (219) 482 3000

5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to CITY OF FORT WAYNE, IND. (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Richard E. Borkley
Signature of Bidder or Agent agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
ALLEN COUNTY) SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

LINCOLNWAY INTERNATIONAL TRUCKS INC.
Bidder (Firm)

Richard E. Borkley
Signature of Bidder or Agent agent

Subscribed and sworn to before me this 10 day of NOV., 1988.

My Commission Expires: 3-29-91

Richard Birkhold
Notary Public

County of Residence: ALLEN

Richard Birkhold

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepted the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

Read the first time in full and on motion by Schmidt, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on 12-13-88, the 13 day of December, 1988, at 11:00 o'clock A.M., E.S.T.

DATED: 12-13-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Schmidt, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG				<u>✓</u>
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
STIER	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 12-27-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. A-184-88 on the 27th day of December, 1988.

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Thomas E. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of December, 1988, at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 5th day of January, 1989, at the hour of 2:50 o'clock P.M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: SPECIAL

DEPARTMENT REQUESTING ORDINANCE: PURCHASING

J-88-12-01

SYNOPSIS OF ORDINANCE: AN ORDINANCE APPROVING THE AWARD OF REFERENCE NO. 1347 WITH RESPECT TO THE PURCHASE OF DUMP TRUCKS, PICK-UP TRUCKS, SEDANS & TWO TON CAB & CHASSIS FOR THE BOARD OF PARK COMMISSIONERS. THE COST REFLECTS THE LOWEST AND MOST RESPONSIBLE VENDORS.

EFFECT OF PASSAGE: REPLACE OLDER UNITS; THE MAJORITY ARE 1976 TO 1979 MODELS WITH WITH 60,000 TO 100,000 MILES PER UNIT.

EFFECT OF NON PASSAGE: OLDER UNITS ARE TOO COSTLY TO MAINTAIN WITH CONSIDERABLE DOWN TIME. DIFFICULT TO PROVIDE SERVICES.

MONEY INVOLVED:	TOM WOOD PONTIAC GMC, INC	\$71086.80
	LINCOLNWAY INTERNATIONAL	\$26823.00

SOURCE OF FUNDING: PARK DEPARTMENT
121-121-A100-4441
121-121-P240-4441
121-121-P260-4441

BILL NO. S-88-12-01

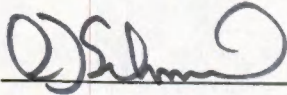
REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the
awarding of Reference #1347 by the City of Fort Wayne, Indiana,
by and through its Department of Purchasing and Tom Wood
Pontiac GMC, Inc. and Lincolnway International Trucks, Inc.
for the Board of Park Commissioners

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

YES

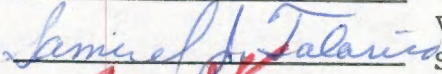
NO



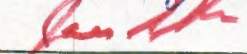
DONALD J. SCHMIDT
CHAIRMAN



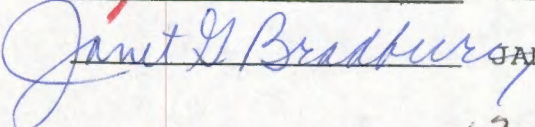
CHARLES B. REDD
VICE CHAIRMAN



SAMUEL J. TALARICO



JAMES S. STIER



JANET G. BRADBURY

CONCURRED IN 12-27-88



Sandra E. Kennedy
City Clerk